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Name of Offeror or Contractor: KIPPER TOOL COMPANY		

- SECTION A - SUPPLEMENTAL INFORMATION
1. THE PURPOSE OF THIS MODIFICATION IS TO REVISE THE WARRANTY CLAUSE FOUND IN SECTION I ON THIS LONG TERM IDIQ.
 2. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 005 ***

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SECTION I - CONTRACT CLAUSES
I-94 Warranty. Tailored to read as follows:

(1) WARRANTY:

(a) Lifetime Warranty: In accordance with the items identified as requiring a lifetime warranty in the Description for Purchase (DFP) for the Explosive Ordnance Disposal Tool Kit, the contractor shall provide a lifetime warranty to replace any tool that does not conform to requirements set forth in the DFP. The warranty period shall start from the day that the item is first delivered and accepted by the Government.

(b) Other Warranty: As described in the Description for Purchase for the Explosive Ordnance Disposal Tool Kit, the contractor shall provide the identified warranty to replace any component that does not conform to requirements set forth in the DFPs within the limitations of the manufacturer's warranty. The warranty period shall start from the day that the item is first delivered and accepted by the Government.

(c) Warranty Administration:

(i) From the Date the contractor receives a request for warranty replacement(s) from the procuring contracting office, the contractor shall have 10 working days for CONUS and 20 working days for OCONUS to deliver a replacement tool and/or tool chest into the hands of the customer. The cost of shipping replacement tools and/or tool chest shall be the responsibility of the contractor.

(ii) If the contractor challenges the validity of a claim, it must notify the Procuring Contracting Officer (PCO) within 2 working days of receipt of request for warranty replacements from the PCO or his/her representative. Defective component(s) will only be returned at the request of the contractor. The cost of shipping the defective component(s) will be the responsibility of the Government. The contractor has 2 working days after receipt of the components to issue replacements or notify the Government that it disputes the PCO's determination that the claim is valid.

(iii) The contractor shall communicate to the product users the identity of warranted items. Also, the contractor shall communicate to the product users the following procedures for submitting warranty claims:

(a) Preferred method is via the internet at: <http://aeaps.ria.army.mil>. Click on "Accept", then click on "Submit Quality Deficiency Reports" and follow the instructions to complete the form.

(b) Alternate methods are via email to: QAWQDRS@RIA.ARMY.MIL or via fax to 309-782-6653 or DSN 793-6653. Call 309-782-7698 or DSN 793-7698 for verification or assistance.

(iv) The contractor shall have a communication system for replacement of non-warranty items using the fastest means available (e.g. email, phone, internet, fax, etc.). The communications system shall work for CONUS customers and for OCONUS customers.

(2) LIMITATION OF LIABILITY: Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(3) DISPUTES. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights the Government may have under any other clause of the contract. Disputes arising under this clause will be resolved in accordance with the clause of this contract entitled "Disputes".

(4) REPLACED OR REPAIRED COMPONENTS. Any components corrected or furnished in replacement shall also be subject to the conditions of this clause to the same extent as supplies initially accepted. The warranties, with respect to these components shall expire at the same time as the warranty for the components they replace.

(5) DELAYS. In no event shall the Government be responsible for any extension or delays in scheduled deliveries under this contract as a result of contractor's obligations to correct defects, nor shall there be any adjustment for delivery schedule as a result of correction of defects.